

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2008-0765

Multi Year:

Amount \$117,000.00 (\$3000/mth
3 years +)

Contract Type:

Professional Services

Contractor's Name:

Smith Dawson & Andrews

Contractor's AKA:

Execution Date:

10/1/2009

Termination Date:

9/30/2012

Renewal Date:

Department:

Administration/Village Manager

Originating Person:

Paul Grimes

Contract Description: 3 year Consulting (Lobbyist) Agreement beginning Oct 1, 2009 (\$3,000 per month)



Thursday, October 15, 2009

Letter of Transmittal



Date: October 15, 2009

To: Mr. James Smith
Smith Dawson & Andrews, Inc.
1150 Connecticut Avenue, Suite 1025
Washington, DC 20036

From: Denise Domalewski, Contract Administrator
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
708-403-6173
708-403-9212 (fax)
ddomalewski@orland-park.il.us

Jim,

Enclosed is the fully executed agreement with the Village of Orland Park. Call me if you have any questions.

Denise

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made as of October 1, 2009 by and between Smith Dawson & Andrews, Inc., a District of Columbia corporation with offices located at 1150 Connecticut Avenue, NW, Suite 1025, Washington, DC 20036 (hereinafter referred to as "Consultant"), and the Village of Orland Park, with offices located at 14700 Ravinia Avenue, Orland Park, IL 60462. (hereinafter referred to as "Client").

1. **Services and Term** – Consultant will provide to Client the services set forth in Appendix A for a period of three years from the Effective Date. Thereafter, this Agreement will be automatically renewed in one year increments unless written notice of intent not to renew is given by Client to Consultant thirty days before the expiration of the initial term or of each succeeding one year period.

2. **Nature of Relationship** – It is understood and agreed that in performing any services pursuant to this Agreement, Consultant is acting as an independent contractor and not as an employee or agent of Client. Consultant will not enter into any Agreement, or incur any obligation, on Client's behalf or commit Client in any manner whatsoever, without prior written consent.

3. **Compensation and Expenses** – Client shall pay Consultant a fee for professional services of \$3,000 per month. The Client shall be responsible for all necessary, reasonable and ordinary out-of-pocket expenditures incurred by Consultant, including but not limited to: airfare, hotels, rental cars, taxis, parking, long distance, overnight delivery, printing, photocopies and meals. These expenses shall be billed separately and at cost (receipts provided). No single expense will be incurred without the Client's prior approval. Electronic Mail (email) messages sent from Client to Consultant shall constitute such written approval under this paragraph only.

4. **Invoices and Terms of Payment** – Consultant will submit an invoice to Client for fees and expenses following the conclusion of each month during this Agreement. Payment to Consultant will be due from Client within thirty (30) days of receipt of each invoice.

5. **Termination** – This Agreement may be terminated at any time for cause and may be terminated by either party after the first three months, without penalty or liability, upon 30 days advance written notice. Termination by client prior to the expiration date does not relieve Client of its duty to pay for professional services rendered and fees incurred prior to the effective date of termination.

6. **Confidentiality** – All communications between Client and Consultant will be held in the strictest confidence by Consultant. During the term of this Agreement and for a period of three years thereafter, Consultant agrees to hold as confidential, and not disclose to any third parties, any non-public information received from Client or its affiliates that has been designated as confidential by Client, regarding its business plans or strategies, legislative goals or its position in any matter dealing with a governmental entity in which Consultant is involved under this Agreement.

7. **Compliance with Law** – Consultant agrees to comply with all applicable federal, state and local laws and regulations. Consultant does not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin or veteran status.

8. **Standard of Care** – Consultant will perform its services in accordance with the professional standard of care generally exhibited by professional firms that provide government relations services. Consultant has disclosed to Client that Consultant has other clients and performs other consulting services for those clients. At such time as Consultant becomes aware that a conflict may exist between Client's interests and those of one or more of Consultant's other clients, Consultant will promptly notify Client. The parties hereto mutually agree to try to resolve the apparent conflict. In the event such conflict cannot be resolved or waived, either party shall have the right to terminate the Agreement immediately by written notice.

10. **Notice** – Any notices required hereunder (herein referred to as "Notice") shall be in writing and deemed sufficient if sent by certified mail, commercial courier or facsimile addressed to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
708-403-6173
708-403-9212 (fax)
Attention: Denise Domalewski, Contract Administrator
cc: Paul G. Grimes, Village Manager

Smith Dawson & Andrews, Inc.
1150 Connecticut Avenue, NW, Suite 1025
Washington, DC 20036
202-835-0740
202-775-8526 (fax)
Attention: James P. Smith, President

Or to such address that either Consultant or Client shall from time to time designate by giving written notice to each other. Notice shall be effective upon receipt.

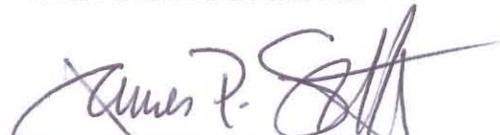
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. This Agreement may be signed in one or more counterparts, each of which will be considered an original.

For Client:
Village of Orland Park



Paul Grimes
Village Manager

For Consultant:
Smith Dawson & Andrews



James P. Smith
President

APPENDIX A

SDA will devote its best efforts to help Orland Park secure federal earmark appropriations, grant and other funding opportunities and advocate for Orland Park's interests before Congress and the Executive branch. To that end, SDA will collaborate with Orland Park to create an annual Federal Affairs Agenda (Agenda) and legislative strategy, including annual goals and objectives. Once the Agenda is complete, SDA will work with Orland Park to target federal departments, specific Members of Congress and committees to begin developing relationships for Orland Park with the Administration and Congress. SDA will:

- Act as Orland Park's liaison with the Illinois Congressional Delegation and the Congress, the White House, the federal Departments, including DOT, and targeted interest groups;
- Monitor federal legislation and appropriations and advise Orland Park and the congressional delegations of key developments, problems and/or when opportunities arise;
- Transmit documents, reports, and other information on federal issues that affect local programs to Orland Park officials;
- Lobby the White House, the Illinois delegation and the relevant Congressional authorizing and appropriations committees on Orland Park's priorities;
- Arrange, schedule and accompany Orland Park representatives to meetings with members of Congress, their staffs and Executive branch officials;
- Identify opportunities to showcase Orland Park capabilities before Congressional Committees, at hearings and in correspondence;